

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM397832

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C-III Capital Partners LLC		09/08/2016	Limited Liability Company: DELAWARE
The Planning & Zoning Resource Company LLC		09/08/2016	Limited Liability Company: DELAWARE
New America Network, Inc.		09/08/2016	Corporation: DELAWARE
Resource America, Inc.		09/08/2016	Corporation: DELAWARE
Resource Real Estate, Inc.		09/08/2016	Corporation: DELAWARE
Resource Real Estate Management, Inc.		09/08/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Guggenheim Corporate Funding, LLC
<b>Street Address:</b>	330 Madison Avenue
<b>Internal Address:</b>	10th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Registration Number:</b>	3881784	C-III
<b>Registration Number:</b>	4047904	C III
<b>Registration Number:</b>	4211523	PZR
<b>Registration Number:</b>	3507345	PZR REPORT
<b>Registration Number:</b>	2199582	NAI
<b>Registration Number:</b>	3147662	NAI GLOBAL
<b>Registration Number:</b>	3170648	NAI GLOBAL
<b>Registration Number:</b>	3170647	NAI GLOBAL COMMERCIAL REAL ESTATE SERVIC
<b>Registration Number:</b>	2236838	SITE RIGHT
<b>Registration Number:</b>	2199581	WE'RE ALREADY THERE
<b>Registration Number:</b>	4861109	RESOURCE LIQUID ALTERNATIVES

CH \$365.00 3881784

Property Type	Number	Word Mark
Registration Number:	4826097	RESOURCE REAL ESTATE
Registration Number:	4879654	
Serial Number:	86441519	RESOURCE RESIDENTIAL

#### CORRESPONDENCE DATA

**Fax Number:** 2123037064

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212.318.6824

**Email:** christinedionne@paulhastings.com

**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP

**Address Line 1:** 200 Park Avenue

**Address Line 2:** 28th Floor

**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	91401.00019
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	09/08/2016

#### Total Attachments: 8

source=Guggenheim C-III - Fully Executed Trademark Security Agreement#page1.tif  
source=Guggenheim C-III - Fully Executed Trademark Security Agreement#page2.tif  
source=Guggenheim C-III - Fully Executed Trademark Security Agreement#page3.tif  
source=Guggenheim C-III - Fully Executed Trademark Security Agreement#page4.tif  
source=Guggenheim C-III - Fully Executed Trademark Security Agreement#page5.tif  
source=Guggenheim C-III - Fully Executed Trademark Security Agreement#page6.tif  
source=Guggenheim C-III - Fully Executed Trademark Security Agreement#page7.tif  
source=Guggenheim C-III - Fully Executed Trademark Security Agreement#page8.tif

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of September, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GUGGENHEIM CORPORATE FUNDING, LLC**, a Delaware limited liability company ("Guggenheim"), in its capacity as administrative agent for each Lender (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Credit Agreement dated as of September 8, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among C-III Capital Partners LLC, a Delaware limited liability company ("Borrower"), the lenders from time to time a party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Administrative Agent, and Guggenheim, as the sole arranger and as the sole bookrunner, Administrative Agent and the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of September 8, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit each Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

2. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT,

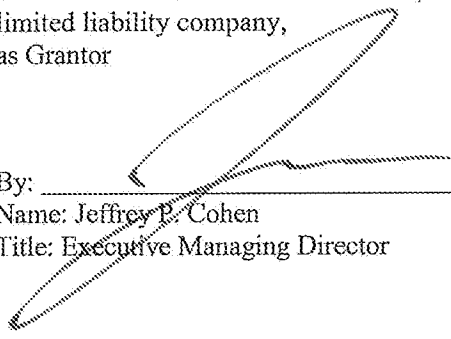
AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS  
MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**C-III CAPITAL PARTNERS LLC**, a Delaware  
limited liability company,  
as Grantor

By:   
Name: Jeffrey P. Cohen  
Title: Executive Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

THE PLANNING & ZONING RESOURCE  
COMPANY LLC

NEW AMERICA NETWORK, INC.

RESOURCE AMERICA, INC.

RESOURCE REAL ESTATE, INC.

RESOURCE REAL ESTATE MANAGEMENT,  
INC.

THE ENTITIES LISTED ABOVE,  
as Grantors

By: 

Name: Jeffrey P. Cohen

Title: Authorized Person


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005872 FRAME: 0535**

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GUGGENHEIM CORPORATE FUNDING,  
LLC

By: 

Name: Kevin M. Robinson

Title: Attorney in Fact

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005872 FRAME: 0536



**SCHEDULE I**  
to

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Owner	Registration/ Application Number	Country	Trademark
C-III Capital Partners LLC	3881784	United States	C-III
C-III Capital Partners LLC	4047904	United States	Upper case C to the left of roman numeral III with a horizontal line
The Planning & Zoning Resource	4211523	United States	PZR
The Planning & Zoning Resource	3507345	United States	PZR Report
New America Network, Inc.	2199582	United States	NAI
New America Network, Inc.	3147662	United States	NAI GLOBAL
New America Network, Inc.	3170648	United States	NAI GLOBAL (Stylized),
New America Network, Inc.	3170647	United States	NAI GLOBAL COMMERCIAL REAL ESTATE SERVICES
New America Network, Inc.	2236838	United States	SITE RITE
New America Network, Inc.	2199581	United States	WE'RE ALREADY THERE
Resource America, Inc.	4861109	United States	Resource Liquid Alternatives (and Design)
Resource Real Estate, Inc.	4826097	United States	Resource Real Estate (and Design)
Resource Real Estate Management, Inc.	4879654	United States	(Red Door Knocker Design Mark)
Resource Real Estate Management, Inc.	86441519 (Serial Number)	United States	Resource Residential (and Door Knocker Design)

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.